

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF INSURANCE

REQUEST FOR PROPOSALS
FOR
FINGERPRINTING & PRE-LICENSE TESTING

RFP#: 165DOI-08292014

PROPOSAL DUE DATE/TIME: OCTOBER 24, 2014
BY 4:00 PM CT

AUGUST 29, 2014

TABLE OF CONTENTS

1	GENERAL INFORMATION	1
1.1	<i>Purpose</i>	1
1.2	<i>Background</i>	1
1.3	<i>Scope of Services</i>	1
2	ADMINISTRATIVE INFORMATION	1
2.1	<i>Term of Contract</i>	1
2.2	<i>Pre-proposal Conference</i>	1
2.3	<i>Proposer Inquiries</i>	1
2.4	<i>Schedule of Events</i>	2
3	PROPOSAL INFORMATION	2
3.1	<i>Minimum Qualifications of Proposer</i>	2
3.2	<i>Determination of Responsibility</i>	2
3.2.1	<i>Right to Prohibit Award</i>	3
3.3	<i>RFP Addenda</i>	3
3.4	<i>Waiver of Administrative Informalities</i>	3
3.5	<i>Proposal Rejection/RFP Cancellation</i>	3
3.6	<i>Withdrawal of Proposal</i>	3
3.7	<i>Subcontracting Information</i>	3
3.8	<i>Ownership of Proposal</i>	4
3.9	<i>Proprietary Information</i>	4
3.10	<i>Cost of Preparing Proposals</i>	4
3.11	<i>Errors and Omissions in Proposal</i>	4
3.12	<i>Contract Award and Execution</i>	4
3.13	<i>Code of Ethics</i>	5
4	RESPONSE INSTRUCTIONS	5
4.1	<i>Proposal Submission</i>	5
4.2	<i>Proposal Format</i>	5
4.3	<i>Cover Letter</i>	5
4.4	<i>Technical and Cost Proposal</i>	5
4.5	<i>Certification Statement</i>	6
5	PROPOSAL CONTENT	6
5.1	<i>Executive Summary</i>	6
5.2	<i>Corporate Background and Experience</i>	6
5.3	<i>Proposed Project Staff</i>	6
5.4	<i>Approach and Methodology</i>	7
5.5	<i>Cost Information</i>	7
6	EVALUATION AND SELECTION	8
6.1	<i>Evaluation Team</i>	8
6.2	<i>Administrative and Mandatory Screening</i>	8
6.3	<i>Clarification of Proposals</i>	8
6.4	<i>Oral Presentations/Discussions</i>	8
6.5	<i>Evaluation and Review</i>	8
6.6	<i>Announcement of Contractor</i>	9
7	SUCCESSFUL CONTRACTOR REQUIREMENTS	9

<u>7.1</u>	<u>Corporation Requirements.....</u>	<u>9</u>
<u>7.2</u>	<u>Billing and Payment.....</u>	<u>9</u>
<u>7.3</u>	<u>Confidentiality.....</u>	<u>9</u>
	ATTACHMENT I: SCOPE OF SERVICES	11
1	Overview	11
2	Tasks and Services	11
3	Deliverables	12
4	Functional Requirements	12
5	Technical Requirements.....	13
6	Project Requirements	13
	ATTACHMENT II: CERTIFICATION STATEMENT	14
	ATTACHMENT III: REQUIRED COST STATEMENT.....	15
	ATTACHMENT IV: FIRM AND PERSONNEL INFORMATION	16
	ATTACHMENT V: SAMPLE PROFESSIONAL SERVICES CONTRACT	18

1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Department of Insurance (herein referred to as LDI) for the purpose of selecting an individual or firm to provide producer (agent) and adjuster license examination services, fingerprint collection and submission and related services within LDI's licensing and market compliance program.

1.2 Background

Louisiana laws (La. R.S. 22:1545, 1668, 1696) require that before any resident individual can become licensed for the first time as an insurance agent or adjuster, he or she must submit to and pass an examination testing the knowledge of the individual concerning the lines of authority for which application is made, the duties and responsibilities of the producer or adjuster, and the insurance laws and regulations of Louisiana. Additionally, first time licensees must provide fingerprints which are submitted for a criminal history record check so the Commissioner of Insurance can determine eligibility for the license.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that the State requires of the selected Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about *March 1, 2015* and to continue through *February 28, 2018*.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Louisiana Department of Insurance
ATTN: Shannon Gilchrist/RFP
P. O. Box 94214
Baton Rouge, LA 70804-9214

1702 North Third St.
Poydras Building
Baton Rouge, LA 70802

E-Mail: sgilchrist@ldi.la.gov

Phone: (225) 219-1701/Fax: (225) 342-6324

The LDI will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 4:00 PM CT on the date specified in the Schedule of Events. The LDI reserves the right to modify the RFP should a change be identified that is in the best interest of the LDI.

Official responses to all questions submitted by potential proposers will be posted by September 15, 2014 at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> as well as the Louisiana Department of Insurance website at <http://www.ldi.la.gov> under Requests for Proposals.

Only Shannon Gilchrist has the authority to officially respond to proposer's questions on behalf of the LDI. Any communications from any other individuals are not binding to the LDI.

2.4 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	August 29, 2014
Deadline for receipt of written inquiries	September 9, 2014 by 4:00 PM CT
Issue responses to written inquiries	September 22, 2014 by 4:00 PM CT
Deadline for receipt of proposals	October 24, 2014 by 4:00 PM CT
Announce award of contractor selection	November 7, 2014
Contract execution	November 21, 2014

NOTE: The LDI reserves the right to change this schedule of RFP events, as it deems necessary.

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers must clearly illustrate the capability to perform all services listed in Attachment I: Scope of Services and have the capability in place and functional no later than March 1, 2015.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

LDI reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp> as well as the Louisiana Department of Insurance website at <http://www.ldi.la.gov> under Requests for Proposals. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

The LDI reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the LDI to award a contract. The LDI reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the LDI's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

The LDI shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the LDI, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of LDI. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

The LDI shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the LDI.

3.11 Errors and Omissions in Proposal

The LDI will not be liable for any errors in proposals. The LDI reserves the right to make corrections or amendments due to errors identified in proposals by State or the Proposer. The LDI, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

The LDI reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The LDI reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the LDI.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment V. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds fifteen (15) days or if the selected Proposer fails to sign the final contract within fifteen (15) business days of delivery, the LDI may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 4:00 PM Central Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Louisiana Department of Insurance
ATTN: Shannon Gilchrist
Fingerprinting & Pre-License Testing RFP
P. O. Box 94214
Baton Rouge, LA 70804-9214

For courier delivery, the street address is **1702 N. 3rd St., Baton Rouge, LA 70802** and the telephone number is **(225) 219-1701**. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that five (5) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization and shall be labeled "ORIGINAL." A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to

perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment II.

5 PROPOSAL CONTENT

Proposals are to provide a straightforward and concise presentation, adequate to satisfy the requirements of the RFP. Proposals are to be on 8-1/2 by 11 inch paper, are to be bound and each section is to be clearly tabbed. Foldouts are allowed for oversized charts, spreadsheets, exhibits, etc.

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the LDI's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Attachment V Sample Contracts, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a brief description of his company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited or other appropriate documentation which would demonstrate to the LDI the Proposer's financial resources sufficient to conduct the project.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, his planned level of effort, his anticipated duration of involvement, and his on-site availability. Customer references (name,

title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

5.4 Approach and Methodology

Proposer should provide an in-depth response to the requirements in Attachment I: Scope of Services, sufficient to demonstrate that it has a grasp of the needs of LDI in regard to the services advertised for in this RFP and the Proposer's service approach and methodology are appropriate and sufficient to produce the desired results, the Proposer's approach is based on proven state regulatory experience, and the Proposer has the level of resourcefulness, flexibility and attentiveness to perform the services sought through this RFP.

5.5 Cost Information

Proposers are to complete the chart in Attachment III: Required Cost Statement and provide both an Average Examination Fee by Year and a Three-Year Average Fee. For reference, an estimated number of examinations to be given for each license line are provided along with the percentage of total examinations the item represents. These estimates are based on the average number of examinations given and fingerprints taken over the last few years.

Average Examination Fee By Year

To develop the Average Examination Fee by Year, for each year, add the fees for all license line examinations listed, then divide that sum by twelve (12), the number of line license examinations in all. Show the average cost for each year in the "Average Examination Fee by Year" box for each year. Proposer may use the same examination fees for all three years, or a different fee for each of the three years. The Overall Average Examination Fee will be used by LDI in ranking proposals by Contractor Compensation. Contractor will charge the fee listed in its proposal for each examination for each year.

Three-Year Average Fee

To develop the Three-Year Average Fee, add the Yearly Averages (column A + column B + column C), then divide that sum by three (3).

Contractor's remuneration shall be solely in the form of fees charged for examination and other licensing services provided and shall be collected by contractor from the licensing applicants. No travel or other expenses of any kind will be reimbursed to contractor, nor will LDI pay any travel or other expenses or contractor. Contractor will forward weekly, to the LDI, all actual license fees contractor collects from applicants.

Proposers should take in to account that he will be expected to travel to Baton Rouge, Louisiana at least three (3) times per year to meet with the LDI personnel, in addition to holding the Examination Development Committee annual meeting in Baton Rouge, Louisiana. Proposer should develop its Cost Statement to accommodate all travel and other expenses as no travel or other expenses of any kind will be reimbursed under this contract.

6 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the LDI, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance may be rejected from further consideration.

6.3 Clarification of Proposals

The LDI reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions

NOT APPLICABLE TO THIS SOLICITATION.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Contractor's Compensation	30
2. Differences in Professional Competence	10
3. Experience in Louisiana, as well as, Other State & Local Governments	20
4. Service Approach	40
TOTAL SCORE	100

Contractor's Compensation (30 points)

Contractor's compensation shall be based solely upon fees for examinations and other licensing services performed. Proposer must show the fee it deems necessary for each type of examination to be administered. There will be no additional reimbursement for expenses of any kind,

including travel or time under this contract. Proposer should consider these factors when determining the rate to charge per examination administered or licensing service performed.

Differences in Professional Competence (10 points)

Fill out Attachment IV: Firm and Personnel Information. Provide resumes for all persons who will design examination questions under this contract. Assigned consultants cannot be replaced without prior written approval of the LDI. Such approval will not be unreasonably withheld.

Experience in Louisiana/Other State & Local Governments (20 points)

Describe examination and other licensing services your firm has provided or currently is providing to regulatory agencies in Louisiana and in other states, whether at the state, parish/county or local level. Describe your firm's familiarity with the Louisiana Department of Insurance. Please list contact person's name, address and telephone number for each item of experience provided in response to this question.

Service Approach (40 points)

Detail the manner and form in which examination and other licensing services will be provided. Refer to Attachment I: Scope of Services.

6.6 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

Contractor's remuneration shall be solely in the form of fees charged for examination and other licensing services provided and shall be collected by contractor from the licensing applicants. No travel or other expenses of any kind will be reimbursed to contractor, nor will LDI pay any travel or other expenses for contractor.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this

contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the public concerning this project without prior express written approval of the Louisiana Department of Insurance.

ATTACHMENT I: SCOPE OF SERVICES

1 Overview

The Contractor will be responsible for the development, security and administration of resident insurance producer and adjuster license examinations and reporting the results of those examinations to the LDI. The Contractor will also be responsible for the collection of fingerprints and other basic information from licensing candidates and submission of that information to the Louisiana State Police.

The Contractor must establish and maintain examination and fingerprint collection sites in major cities throughout Louisiana and these sites must be accessible by candidates during reasonable business hours. The sites must meet the following criteria:

- Provide an atmosphere conducive to examination, including good housekeeping, controlled environment as to heating and cooling, proper lighting and proper furnishing.
- Be easily accessible and secure for the safety of the candidates.
- Provide ready access to restrooms and other facilities of human needs to the candidates.
- Provide for multiple candidates to sit for an examination at any given time in venue that reduces the likelihood of cheating.

All fingerprint collection and transmission must be done in conjunction with and in compliance with the requirements of the Louisiana State Police.

2 Tasks and Services

At a minimum, the following tasks and services are required:

- Administer license examinations for all licenses requiring an examination.
- Maintain examination and fingerprint collection sites in major cities throughout Louisiana to include, but not limited to, Alexandria, Baton Rouge, Lake Charles, New Orleans and Shreveport.
- Provide score reports for all examination candidates to the LDI via an electronic method compatible with LDI systems within forty-eight (48) hours of examination administration.
- Develop and maintain a bank of licensing examination questions sufficient to remove the ability of any person(s) from recreating the examination through repetition of testing.
- Maintain a level of security for the bank of questions sufficient to remove the ability of any person(s) from gaining unauthorized access to the questions and answers.
- Establish and maintain a mechanism for the positive identification of all examination candidates and verification that the candidate has filed a license application with LDI prior to examination registration.

- Establish and maintain Electronic Data Transfer (EDT) capability with the LDI, authorized business partners and National Insurance Producer Registry.
- Provide the LDI with statistical data on pass/fail rates for each examination and on pre-licensing schools, via monthly and quarterly reports as well as an annual report. All reports are to include pass/fail rates per each exam overall, as well as per pre-license education provider per examination, where applicable, and will include first time pass rates, as well as overall pass rates.
- Provide the LDI with an annual report which includes statistical data for licensing candidates in compliance with La. R.S. 22:1545(I).
- Develop, with the approval of LDI, and distribute licensing information handbooks.
- Develop examination questions, with LDI approval, and hold annually, in Baton Rouge, Louisiana, a meeting with LDI personnel, industry experts and contractor personnel to review, discuss and evaluate examination questions.
- Collect fingerprints of all resident licensing candidates, including the candidates for licenses which do not require examination, and submit those prints electronically to the Louisiana State Police.

3 *Deliverables*

- Examination and fingerprint collection sites are established in major cities across the state to include, but not limited to, Alexandria, Baton Rouge, Lake Charles, New Orleans and Shreveport.
- Pass/Fail reports per each exam overall, as well as per pre-license education provider per examination, where applicable, for all testing candidates are delivered to the LDI on a monthly, quarterly and annual basis, including report required by La. R.S. 22:1545(I).
- Information regarding individuals who have submitted fingerprints through the contractor's system is delivered to the Department in a timely manner.
- Accurate reports and statistical data are provided by Contractor in a timely manner in line with the schedule or requests for data made to Contractor by the LDI contract supervisor.
- Licensing information handbooks and examination questions are developed, approved by LDI and ready for distribution/use no later than 30 days prior to contract start date.
- Electronic Data Transfer (EDT) capability has been established by Contractor with LDI, authorized business partners and National Insurance Producer Registry no later than 30 days prior to contract start date.
- A meeting is held annually in Baton Rouge, Louisiana with LDI personnel, industry experts and contractor personnel to review, discuss and evaluate examination questions.

4 *Functional Requirements*

Louisiana laws (La R.S. 22:1545, 1668, 1696) require that before any resident individual can become licensed for the first time as an insurance agent or adjuster, he must submit to and pass an examination testing the knowledge of the individual concerning the lines of authority for

which application is made, the duties and responsibilities of the producer or adjuster, and the insurance laws and regulations of Louisiana. Additionally, first time licensees must provide fingerprints which are submitted for a criminal history record check so the Commissioner of Insurance can determine eligibility for the license.

5 *Technical Requirements*

The Contractor must obtain all necessary hardware and software to submit fingerprints to the Louisiana State Police from the vendors approved by that agency and in compliance with the requirements of that agency.

6 *Project Requirements*

The Contractor must be able to provide for administration of examination and collection and submission of fingerprints in major cities in Louisiana, including, but not limited to, Alexandria, Baton Rouge, Lake Charles, New Orleans and Shreveport, on the first date of the contract. Statistical reports must be delivered to the LDI on a monthly, quarterly and annual basis. The Contractor must identify a specific representative to act as the liaison with the LDI. That person will be the point of contact for the LDI to address any issues or concerns that arise during the course of the contract.

ATTACHMENT II: CERTIFICATION STATEMENT

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have _____ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: REQUIRED COST STATEMENT

EXAMINATION FEES						
FEE TYPE	NUMBER OF INDIVIDUAL EXAMS GIVEN	PERCENTAGE OF TOTAL	LICENSE TYPE	COLUMN A EXAMINATION FEE YEAR 1	COLUMN B EXAMINATION FEE YEAR 2	COLUMN C EXAMINATION FEE YEAR 3
Life-only	1704	22.28	Producer			
Health & Accident only	455	5.95	Producer			
Life, Accident & Health	2305	30.14	Producer			
Property only	8	0.10	Producer			
Casualty only	7	0.09	Producer			
Property & Casualty	1820	23.80	Producer			
Bail Bond	141	1.84	Producer			
Surety	1	0.01	Producer			
Indus trial Fire	594	7.77	Producer			
Surplus Lines	15	0.20	Broker			
Title	52	0.68	Producer			
Personal Lines	129	1.69	Producer			
Automobile Adjuster	199	2.60	Claims Adjuster			
Personal Lines Adjuster	36	0.47	Claims Adjuster			
Commercial Lines Adjuster	6	0.08	Claims Adjuster			
Comprehensive Adjuster	159	2.08	Claims Adjuster			
Crop Adjuster	8	0.10	Claims Adjuster			
Public Adjuster	9	0.12	Public Adjuster			
TOTAL	7648	100.00	Average Fee by Year			
			Three Year Average			

LICENSING SERVICE FEES					
FEE TYPE	NUMBER	COLUMN A FEE YEAR 1	COLUMN B FEE YEAR 2	COLUMN C FEE YEAR 3	THREE YEAR AVERAGE FEE
Fingerprint Submission Fee	6000				

ATTACHMENT IV: FIRM AND PERSONNEL INFORMATION

The Proposer shall provide all information requested in Firm and Personnel Information. This information, with that provided in response to the pertinent requirements of the proposal preparation and references will be used by LDI to determine which Proposer is best suited to provide the services advertised for in the RFP.

1. Name and Address of Firm:

Firm Name _____

Firm Address _____

City

State

Zip

2. Contact Person—must be authorized to sign this proposal and any resultant contract, must be able to answer questions and provide clarification about the items in this proposal.

Name _____ Title _____

Mailing _____ Address _____

Telephone Number: (____) _____ Fax Number: (____) _____

E-mail Address: _____

3. Principals—List all principals by full name. Attach additional pages, if necessary.

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and Title of Person legally authorized to sign this proposal and any resultant contract for the firm.

Name _____ Title _____

Signature _____ Date _____

5. Has this firm undergone a recent change in top management? _____ Yes _____ No

6. If the answer to number 5 is “YES”, please explain.

7. For how many years has proposer (firm or individual) provided testing services and other services as advertised for in this RFP? _____

8. Major Client References—for each major client and reference listed, provide all the requested information. Attach additional sheets if necessary.

Name	of	Firm
Contact		Person
Address _____		
Telephone () _____ Fax () _____		

9. Does the proposer (firm or individual) have prior working experience with the State of Louisiana? ____ Yes ____ No

10. Does the proposer (firm or individual) have prior working experience with other state or local governments? ____ Yes ____ No

11. If the answer to number 10 is “YES”, please list the department, agency, date of contract and name and phone number of contact person.

12. Does the proposer (firm or individual) anticipate sub-contracting any service or requirement under the contract? ____ Yes ____ No

13. If the answer to number 12 is “YES”, please describe the services or requirements that will be subcontracted and explain how the firm will control the quality of the services provided by the subcontractor(s). A written agreement between the contractor and the subcontractor will be required and will have to be approved by LDI.

ATTACHMENT V: SAMPLE PROFESSIONAL SERVICES CONTRACT

STATE OF LOUISIANA

Federal Tax ID Number:

PARISH OF EAST BATON ROUGE

Contract Number:

Be it known, that on the __th day of **(month and year)**, the Louisiana Department of Insurance (hereinafter sometimes referred to as “State”) and **Name and address of contractor**, (hereinafter sometimes referred to as “Contractor”) do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor agrees to perform the services described in Appendix A, attached hereto.

Terms of Contract

The term of this contract shall commence on **begin date** and shall terminate at the close of business on **end date**, unless terminated earlier as provided herein; however, this contract shall not be considered valid until approved by the Office of Contractual Review.

Payment for Services

DOI agrees to pay Contractor for services rendered under this contract at the rate set forth in Appendix A, and shall not exceed the maximum set forth in Appendix A which is attached hereto and made a part hereof. Contractor agrees to prepare billings in accordance with the guidelines of the Louisiana Department of Insurance. The total amount paid under this contract shall not exceed the sum of:

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Termination for Cause

The State may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract; provided that the State shall give the contractor written notice specifying the contractor's failure. If within thirty (30) days after receipt of such notice, the contractor shall not have either corrected such failure or, in the case of failure which cannot be correct in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the contractor in default and the contract shall terminate on the date specified in such notice. The contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the contractor. The contractor shall be entitled to payment for deliverables in progress, to the extent work has performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA R.S. 39:1524-1526.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number:

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Applicable Law

It is expressly understood, and agreed by both parties, that the laws of the State of Louisiana shall govern and apply to any interpretation of a dispute or claim arising under this contract.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Submission of Invoices and Reports by Contractor

Contractor shall submit to DOI, through the Contract Supervisor, the following:

- Invoices: Invoices shall be submitted in accordance with the provisions of Appendix A attached hereto.
- Reports: Reports shall be submitted as required by the Contract Supervisor.

It is understood that if the contractor shall fail to submit any of the above reports in a timely fashion, DOI shall not be responsible for payment thereof, either under this contract or in quantum meruit.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

All of the above records shall be and remain confidential, unless and until an authorization for their release is given by the Commissioner of Insurance or his/her representative.

All records which are subject to subpoena by legal process shall be assembled by Contractor; the contract supervisor and the Commissioner of Insurance shall be notified as soon as possible after receipt of the subpoena. Upon approval by the Commissioner or his/her authorized representative, Contractor shall provide the records in answer to the subpoena.

Travel Reimbursements

Travel will not be reimbursed under this contract.

Services for Insurance Industry

Contractor hereby agrees that without prior written approval of the Commissioner of Insurance, no contractual services will be performed by Contractor for an insurance company licensed to do business in Louisiana during the period of time in which the same, or similar services, are being provided to the Department of Insurance.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

Entire Agreement Clause

This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

Record Retention Clause

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this agreement as of this day of *(month, day)*, 2011.

STATE AGENCY SIGNATURE:

WITNESS SIGNATURES:

Denise Brignac
Chief Deputy Commissioner

CONTRACTOR SIGNATURE:

WITNESS SIGNATURES:

Contractor's Name

APPENDIX A

Professional Services to be Provided

Professional services to be provided by Contractor for the Department of Insurance:

Denise Brignac
Chief Deputy Commissioner

Contractor's Signature

APPENDIX B

CONFLICT OF INTEREST

STATE OF LOUISIANA

PARISH OF _____

ACKNOWLEDGEMENT

<http://www.hidekik.com/imdl/imdl/files/sample.jpg>BEFORE ME, the undersigned authority, personally came and appeared: who after first by me being duly sworn, did depose and state that he/she has read the Louisiana Code of Governmental Ethics and the Department of Insurance Policy Statement regarding conflicts of interest, as well as reviewed the work that they are performing for the Louisiana Department of Insurance and Appearer further declared that to the best of his/her knowledge, under penalty of perjury, there is no conflict of interest. Appearer did further acknowledge that it is his/her duty to immediately report to the Chief Deputy Commissioner of Insurance or his/her designee any and all conflicts of interest of which appearer may become aware in the future, except as disclosed and acknowledged by written waiver.

Contractor's Signature

Date

APPENDIX C

CONFIDENTIALITY

While the majority of the business conducted by the Department of Insurance is public information, confidentiality of certain information is, and must be, a high priority.

The decision as to what information to release, and when, is one for the Commissioner of Insurance to make in each instance.

Accordingly, the Contractor hereby agrees that in furtherance of this objective the Contractor will not release any information concerning the work done in connection with this contract which he possesses, or may, from time to time, come to possess, without the express written authorization of the Commissioner of Insurance or his designee.

Any Contractor who does not abide by this policy is subject to cancellation of this contract, and such other action as may be appropriate under the circumstances.

Contractor's Signature

Date